



**PARKS, CULTURE AND RECREATION DEPARTMENT
CEDAR FIELD ATHLETIC LIGHTING PROJECT
BID PROPOSAL THROUGH SOURCEWELL RFP #071619**

Bid Date Requested: September 20, 2019

Bid Due Date: No later than Friday, October 17, 2019, 4:00 PM

Contact: Kyle Woods, Project Manager by phone at (360) 363-8286 by email at kwoods@marysvillewa.gov

Submission of Proposal: Bidders are required to return bids no later than 4:00 PM on the Bid Due Date. Proposals may be submitted in person, by U.S. Mail, or email to: City of Marysville, Parks, Culture and Recreation Department, 6915 Armar Road, Marysville, WA 98270, email kwoods@marysvillewa.gov.

Project Description: The City of Marysville is seeking Bid Proposals through the Sourcewell RFP #071619 or the purpose of providing ATHLETIC FIELD LIGHTING WITH RELATED MATERIALS, SUPPLIES, and INSTALLATION AND SERVICES.

Project Timeline: Work to commence December 3, 2019, pending the approval of a SEPA application, and be substantially complete no later than February 22, 2020.

Eligibility: To be eligible to bid, Contractor must have been awarded and accepted Sourcewell contract **#071619**

Specifications: The City of Marysville requires the qualified bidder through the Sourcewell Contract **#071619** to include all design, labor, materials, equipment, tools and supervision necessary for the complete installation of AHTLETIC FIELD

LIGHTING for a field space of approximately 38,600 square feet. The Athletic Field Lighting system(s) must consist of but not necessarily be limited to the following:

1. Mobilization
2. Site preparation.
3. Temporary site fencing.
4. Excavate and remove excess soils.
5. Supply detailed foundation design certified by structural engineer registered in the State of Washington.
6. Form, pour and finish all foundations required to set poles as per structural engineering requirements.
7. Supply and install up to six (6) 60 foot Galvanized steel poles.
8. Supply and install UL listed remote electrical component enclosures.
9. Provide all electrical supply requirements and coordination with local PUD for appropriate service levels.
10. Supply and install all pole length harnesses.
11. Supply and install all underground wiring, conduit and connection to power source(s).
12. Supply and install factory aimed LED lighting system with excellent Spill Light Controls.
13. Supply a 25 year parts and labor Warranty.
14. Installation must be supported with guaranteed lighting levels for 25 years.
15. All pole locations to be confirmed prior to installation.
16. Demobilize.
17. Supply Eight (25) year warranty.

Onsite installation shall be performed Monday through Friday between the hours of 7:00 AM and 4:00 PM, excluding City-recognized Holidays. The Contractor must provide qualified staff familiar with fitting and installation of athletic surfacing. All local guidelines and applicable state and city laws must be adhered to throughout the duration of the project. This is a prevailing wage public works project.

CITY OF MARYSVILLE (OWNER) RESPONSIBILITIES

1. The City of Marysville (Owner) shall provide all building and planning permits.
2. City will pay all applicable State and Local Sales Tax.
3. City will provide geotechnical report.
4. City will provide all site inspections.
5. City will reinstall all field fencing and field netting removed by Contractor.

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

Interpretation of Contract Documents: No oral interpretations will be made to any Bidder as to the meaning of the bid or contract documents; and any oral communication is not binding upon the City of Marysville. Requests for an interpretation or questions in regard to this project must be directed via email to Kyle Woods, Project Manager at kwoods@marysvillewa.gov.

Bid Opening: A formal bid opening will not be held. Upon selection of contractor, a summary of all bids received for this project will be emailed to each bidder on October 30, 2019. The successful bidder will have an official Notice of Award sent via mail.

Non-Mandatory Pre-Bid Meeting: A pre-bid meeting and site walk-through will be held from 11:00a.m. to Noon , Tuesday, September 24, 2019 at the following location: 1019 Cedar Ave, Marysville WA. This will be the only opportunity for bidders to visit the site with city staff.

Bidder Responsibility Criteria: It is the intent of the City of Marysville to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidders must be registered contractors at time of bid, have a current UBI number, have industrial insurance coverage as verified by WA L&I, have an Employment Security Department number, have a WA state Excise Tax Registration Number, and must not be disqualified from bidding per the Debarred Contractors list. Successful bidder must have or shall obtain a City of Marysville business license prior to contract execution.

Signature: Each bid must be signed in longhand by the Bidder with the Bidder's usual signature. Bids by partnerships must be signed by one of the managing

partners, followed by the partner's printed name. Bids by corporations must be signed by an officer having authority to sign, followed by the officer's printed name and position.

Conflicts of Interest: Proposals must be prepared without the assistance of any officer or other person employed or connected in any manner with the City of Marysville.

Gifts: The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Bidder shall not give a gift of any kind to City employees or officials at any time, even after the award of a contract.

Examination of Site & Contract Documents: The submission of a bid shall constitute an acknowledgment upon which the City may rely that the bidder has thoroughly examined and is familiar with the Contract Provisions, including addenda, work site identified in such documents, and all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the work and services to be provided herein. The failure or neglect of a bidder to examine such documents, work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the bidder from any contract obligations. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Provisions, work site(s), statutes, regulations, ordinances, or resolutions.

Withdrawal of Bids: Any Bidder may withdraw their Bid, either personally or by written request, at any time prior to the time set for the Bid submittal deadline.

Bid Deposit: A Bid Deposit shall be made payable to the City of Marysville in the amount of five percent (5%) of the total bid amount, including applicable taxes, and in the form of a cashier's check, money order, or surety bond.

Performance & Payment Bonds: Pursuant to Chapter 39.08 RCW, the Contractor shall provide the City a payment and performance bond for the Total Contract Sum to be in effect until the later of: sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW.

Insurance: The Contactor shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/\$2,000,000 aggregate for personal injury and property damage. Said policy shall name the City of Marysville as an additional insured and shall include a provision prohibiting cancellation or reduction in the amount of said policy exempt upon thirty (30) days prior written notice to the City of Marysville. The Contractor shall procure and maintain automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. The automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles.

Prevailing Wage: State prevailing wage rates per Washington State Department of Labor and Industries are required. It is the sole responsibility of the Contractor to assign the appropriate classifications to all laborers, workmen or mechanics that will perform any work pursuant to any Public Works Contract and to ascertain the applicable prevailing wage rates and fringe benefits for each such classification. For current rates in Snohomish County use the following link: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx> and use the bid close date as the effective date.

Non-Responsive Bids: Any documents supplementing or deviating from the expressed requirements of the Invitation to Bid and the other Bid Documents may result in the rejection of Bid as non-responsive.

Bid Errors: A Bidder who wishes to claim error after the Bids have been opened and tabulated shall submit a notarized affidavit signed by the Bidder, accompanied by original worksheets used in preparation of the Bid, requesting relief from the Award. The affidavit shall describe the specific error(s) and certify that the worksheets are the originals used in the preparation of the Bid.

The affidavit and worksheets must be received by the City before 5:00 PM on the next business day following the day of the Bid opening or the claim of error will not be considered. The City will review the certified worksheets to determine the validity of the claimed error. If the claim of error is allowable under applicable law, the Bidder will be relieved of responsibility, and the Bid Deposit of the Bidder

claim error will be returned. Thereafter, at the discretion of the City, all Bids may be rejected or an award made to the next lowest responsive, responsible Bidder.

A low bidder on a public works project who claims error and fails to enter into a contract is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project.

Bid Protest: Any Bidder may file a written protest against award of the contract to the lowest bidder within two full business days of bid opening. A protest submittal shall be delivered to the City of Marysville, City Clerk, 1049 State Avenue, Marysville, WA 98270, with the words "Bid Protest" prominently and clearly displayed on any outer cover containing the protest notice as well as the notice itself. The following minimum information must be included in the written protest notice: 1) the name, address and phone number (including area code) of the protesting bidder; and 2) the protesting bidder's contact person's name and telephone number (including area code); and 3) a statement(s) describing the nature of the protest; and 4) the City bid title.

If the City intends to award the contract to other than the low bidder, a notice of intent to award shall be sent to all bidders. Any Bidder other than the selected bidder may protest the award using the procedure outlined above within five (5) days of mailing the notice or two (2) business days of actual receipt by electronic facsimile or personal deliver.

No contract shall be executed earlier than (2) business days (excluding holidays and weekends) from the date a written protest is received.

Award of Contract: The City of Marysville expressly reserves the right, without any liability on our part, to accept a proposal of the bidder submitting the lowest responsible bid, to reject any or all bids, revise or cancel the work to be performed, or do the work otherwise, if the best interest of the City is served thereby. The awarded Bidder (Contractor) must sign and return all Contract Documents to the City within ten (10) business days. If not returned within ten (10) business days, the City retains the right to cancel the award and go to the next lowest responsive, responsible bidder.

Notice to Proceed: The Awarded Contractor shall not commence work until a Notice to Proceed has been issued by the City. A Notice to Proceed will be given after the Contractor has submitted a completed W-9 form and after the contract has been executed by the City and the Contractor, and where applicable, by any State or Federal agencies response for funding any portion of the Project.

Payment: The City will only pay the Contractor for satisfactorily completed work on the Project within the scope of the Contract Documents. Progress payments shall be based on the timely submittal by the Contractor of an invoice in a form acceptable to the City. The form shall be appropriately completed and signed by the Contractor. Invoices not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed invoice form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter. Progress payments shall be subject to retainage.

Retainage: The City shall withhold retainage in the amount of five (5%) of any and all payments made to the Contractor until the later of sixty (60) days after the date of Final Acceptance, receipt of all necessary releases from applicable state agencies, or until settlement of any liens filed under Chapter 60.28 RCW. The amount retained shall be placed in a fund by the City pursuant to RCW 60.28.011(4)(a), unless otherwise instructed by the Contractor within fourteen (14) calendar days of Contractor's execution of the Contract.